

LABOUR DEPARTMENT

The 19th/20th January, 1972

No. 640-4Lab-72/2723.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workman and the management of M/s Khosla Sales India (P) Ltd., P. N. B. Building, Sector 17, Chandigarh, Branch at G. T. Road, Karnal.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK

Reference No. 37 of 1971

between

THE WORKMAN SHRI R. K. KAPOOR AND THE MANAGEMENT OF M/S KHOSLA
SALES INDIA (P) LTD., P. N. B. BUILDINGS SECTOR 17, CHANDIGARH,
BRANCH AT G. T. ROAD, KARNAL

Present.—

Shri R. K. Kapoor, workman.

Nemo, for the management.

AWARD

Shri R. K. Kapoor was in the service of M/s, Khosla Sales India (P) Ltd., P. N. B. Building, Sector 17 Chandigarh, Branch at G. T. Road, Karnal. His services were terminated and this gave rise to an industrial dispute. Accordingly the Governor of Haryana, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes, Act, 1947, referred the following dispute to this Court for adjudication,—vide Gazette Notification No. ID/8180-84, dated 19th February, 1971 :—

Whether the termination of services of Shri R. K. Kapoor was justified and in order? If not, to what relief is he entitled?

On receipt of the reference, usual notices were issued to the parties for 7th June, 1971. This date was changed to 3rd June, 1971 at the request of the workman under intimation to the management. On the date fixed nobody was present on behalf of the management although their service had been effected. The case was adjourned to 12th July, 1971 for filing the written statement. Nobody appeared on behalf of the management on 12th July, 1971 and so the *ex parte* evidence of the workman Shri R. K. Kapoor has been recorded.

In the claim statement the applicant had stated that he was appointed as a Branch Manager. The workman was questioned as to whether it was a part of his duties to supervise and promote the sales of the respondent in his capacity as Branch Manager. The workman stated that this duty was in addition to his clerical work and distribution of goods, manufactured by the respondent. He further stated that he used to work with his own hands and he had only one machanic and an assistant on the sales side. He says that he had no executive powers and he even could not sanction leave to the persons working under him. He stated that the office at Karnal has been closed and the factory is working at Pinjore. He says that his services were terminated on 7th November, 1969 without giving him any notice to show cause. The workman on his own showing was appointed on 1st May, 1969, thus he has been in service of the respondent only for about 6 months. It also appears that the relation between the parties have become very strained. According to the allegation of the workman, he was posted at Karnal and his services were also terminated while he was posted there, still the applicant has given an application that his case may not be heard at Karnal because he apprehends danger to his life. Under these circumstances it would not be proper to pass an order of reinstatement. Taking into consideration the small period for which the applicant has remained in the service of the respondent a compensation of Rs 500 for loss of service would meet the ends of justice. I give my award accordingly. There will be no order as to costs.

P. N. THUKRAL,

Presiding Officer,
Labour Court, Haryana.
Rohtak.

Dated 7th January, 1972.

No. 129, dated Rohtak the 10th January, 1972.

Forwarded in quadruplicate to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 643-4Lab-72/2725.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workman and the management of M/s Rawel Industries, Jhajjar Road, Bahadurgarh.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK

Reference No. 158 of 1971

between

THE WORKMAN SHRI MANSA RAM AND THE MANAGEMENT OF M/S RAWEL INDUSTRIES,
2304/11, JHAJJAR ROAD, BAHADURGARH

Present :—

Shri Rajinder Singh Dahiya, for the workman.

Shri K. C. Sharma, for the management.

AWARD

The following industrial dispute between the workman Shri Mansa Ram and the management of M/s. Rawel Industries, Bahadurgarh, was referred to this Court for adjudication,—*vide* Gazette Notification No. ID/RK/110-B-71, dated 10th September, 1971:—

Whether the termination of services of Shri Mansa Ram was justified and in order? If not, to what relief is he entitled?

It is not necessary to decide the case on merits because the representative of the workman has made a statement that the workman has settled his dispute with the management and he has received Rs 200 in full and final settlement and he has also left the claim of reinstatement.

In view of the settlement, I give my award accordingly. No order as to costs.

Dated 7th January, 1972.

P. N. THUKRAL,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 128, dated Rohtak, the 10th January, 1972.

Forwarded in quadruplicate to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of Industrial Disputes Act, 1947.

P. N. THUKRAL,

Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 641-4Lab-72/2728.—In pursuance of the provisions of section 17 of the Industrial Disputes Act 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak, in respect of the dispute between the workmen and the management of Messrs Gedore Tools (India) (P) Ltd., Faridabad.

BEFORE SHRI P.N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, HARYANA,
ROHTAK

Reference No. 62 of 1971

between

THE WORKMAN SHRI AESHWARYA PARKASH AND THE MANAGEMENT OF MESSRS GEDORE
TOOLS (INDIA) (P) LTD., FARIDABAD

Present—

Shri Darshan Singh, for the workman.

Shri R.C. Sharma, for the management.

AWARD

Shri Aeshwarya Parkash was working as a Shaoerman in Messrs Gedore Tools (India) (P) Ltd., Faridabad. His services were terminated and this gave rise to an industrial dispute. Accordingly the Governor of Haryana, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947, referred the following industrial dispute to this Court for adjudication,—vide Gazette Notification No. ID/FD/54-D/ dated 31st May, 1971 :—

“Whether the termination of services of Shri Aeshwarya Parkash was justified and in order ? If not, to what relief is he entitled ?

On receipt of the reference usual notices were issued to the parties in response to which the management led their written statement. The case of the management is that the workman was appointed on 3rd December, 1969 on temporary basis and during the period of his appointment his work was not found satisfactory and it was also found that he was coming late. It is pleaded that his period of probation was extended on 11th July, 1970 up to 2nd September, 1970 and then there was a strike which was declared illegal. It is alleged that the workman Shri Aeshwarya Parkash took part in this illegal strike and showed no improvement in his work and so his services were dispensed with on 29th September, 1970 while he was still on probation.

The case of the workman is that the period of his probation had expired and his services were terminated without giving him any notice to show cause. The pleadings of the parties gave rise to the following issues :—

- (1) Whether the termination of the services of the workman is illegal because the services were terminated after the expiry of the period of probation and his services have been terminated without giving any show cause notice ?
- (2) Whether the work of the workman was unsatisfactory and some time was required to decide as to whether the workman should be kept in service or not and, therefore, the termination of his services is justified even if it was after the expiry of the period of probation ?

Issue No. 1 and 2.—Both these issues can be dealt with together. Shri J.P. Chaturvedi, Executive Officer of the respondent concern has proved the copy of the letter of the appointment given to the workman, Shri Aeshwarya Parkash. The copy is marked Ex. M.1. It shows that Shri Aeshwarya Parkash was appointed as a Shaperman in a purely temporary capacity for a period of three months, in the first instance with the proviso that the post was liable to be extended for further period. Then we have a letter dated 11th July, 1970 marked Ex. M.2 which shows that the workman has been treated as if he was on probation and his period of probation has been extended by three months that is up to September 2, 1970. This letter does not give any reason as to why the period of probation was being extended. Then we have a letter dated 29th September, 1970, marked Ex. M.3 which simply informed the workman that his services were no longer required. It is not indicated for what reasons his services were being terminated.

Shri Chaturvedi, Executive Officer in his evidence says that the workman was appointed on probation for a period of six months on 3rd December, 1969 and his work was not considered satisfactory as per assessment forms, Ex. M.W.1/1 and so his period of probation was extended for a period of three months,—vide letter Ex. M.W.1/2 but still his work was not found satisfactory as per assessment report, Ex. M.W.1/3 and so his services were terminated,—vide the letter Ex. M.W.1/4.

I have carefully considered the evidence of Shri Chaturvedi and in my opinion the termination of services of the workman is not proved to be in accordance with law. As already pointed out that the letter of appointment shows that to begin with the workman was appointed on a purely temporary post. Sub-clause (c) of clause I of the Certified Standing Orders of the respondent company marked Ex. M.1 defines a temporary workman as a workman who has been engaged for work which is of an essentially temporary nature likely to be finished within a limited period. There is no evidence whatsoever that Shri Aeshwarya Parkash was appointed for a job which

was essentially of a temporary nature likely to be finished within a specified period. On the contrary the indications are that the workman was appointed on a regular post from the very beginning because there is nothing to show as to when the workman was shifted from a temporary post to a regular post and treated as probationer. According to the averments in para No. 2 of the written statement it also appears that the workman was treated as a probationer from the very beginning because it is alleged that during the period of temporary appointment his work was not found satisfactory. It, therefore, means that the management were keeping a watch over the working of Shri Aeshwarya Parkash from the very beginning with a view to determine as to whether he should be absorbed in a permanent capacity and when according to the management his work was not found satisfactory, his period of probation was extended on 11th July, 1970 up to 2nd September, 1970. No action was taken up to 2nd September, 1970. Suddenly on 29th September, 1970 the workman was informed that his services were no longer required. During the period of his services the workman was never informed in writing that his work was not found satisfactory. Shri Chaturvedi says that the workman was verbally informed that his assessment reports showed that his work was below average. The workman in his evidence says that he was never informed even orally that his work was not satisfactory and it was not even suggested to him that his evidence on this point was not correct.

The next question which requires consideration is whether the allegation of the management that the services of the workman were not terminated till 29th September, 1970 because the management took some time to consider whether the workman should be kept in service or not is correct. Shri Chaturvedi in his evidence does not say even a word as to what was the doubt in the mind of the management on account of which the case of the workman was allowed to hang on from 2nd September, 1970 to 29th September, 1970. According to the assessment reports marked Ex. M.W. 1/3 and M.W. 1/1 the work was below average throughout that is to say, the workman did not show any improvement in his work in spite of the extension in the period of probation and if the services of the workman were to be terminated on account of his unsatisfactory work there was nothing to think because the assessment reports do not show that the workman could be absorbed into a permanent service. In case the management had not kept any assessment reports then it would have been possible for the management to say that consultation with the Supervisors took some time but if the Supervisors had already given their reports then nothing more was to be done than to terminate the services of the workman on account of his unsatisfactory work. The fact that the management in the first instance showed the employment of the workman in a temporary capacity rather than on probation and the termination of his services after a period of nine months and 27 days without indicating to the workman even once as to why his services were being terminated shows that the management dispensed with the service of the workman, for some other reasons than unsatisfactory work. I am, therefore, of the opinion that the termination of the services of the workman was illegal because his services were terminated after the expiry of the period of probation and he was not given any opportunity to show cause as to why his services were being terminated. There is no substance in the plea of the management that the management took some time to decide whether the workman should be kept in service because his work was not satisfactory and that is why his services could not be terminated during the period of his probation. I find both these issues in favour of the workman.

As regards the relief, the workman has been in the service of the management only for a period of nine months and 27 days. There is no evidence that the workman was victimised on account of any trade union activities. All that we can say is that the management decided to terminate the services of the workman for reasons which are not apparent on the record. I do not think, it will be conducive to harmonious working if a workman is thrust back on an unwilling management. I think, compensation for loss of service would meet the ends of justice. Taking into consideration that the workman had hardly put in 10 months service and not was even confirmed, a compensation of Rs 1,500 for wrongful termination of his services would be sufficient. I give my award accordingly. No order as to costs.

P. N. THUKRAL,

Presiding Officer,
Labour Court, Haryana, Rohtak.

Dated 7th January, 1972.

No. 127, dated Rohtak, the 10th January, 1972

Forwarded in quadruplicate to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,

Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 642-4Lab-72/2729.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak, in respect of the dispute between the workman and the management of M/s York India Ltd., Faridabad.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, HARYANA.
ROHTAK

Reference No. 6 of 1971

between

The workman Shri Inderpal Singh and the management of M/s York India Ltd., Faridabad

Present—

Shri Darshan Singh, for the workman.

Shri S. L. Gupta, for the management.

AWARD

The following industrial dispute between the workman Shri Inderpal Singh and the management of M/s York India Ltd., Faridabad, was referred to this Court, for adjudication,—vide Gazette notification No. ID/FD/134-B/, dated 28th December, 1970.

Whether the termination of services of Shri Inderpal Singh, was justified and in order? If not, to what relief is he entitled?

A preliminary objection has been raised on behalf of the management that the workman could not be represented by an office-bearer of the General Labour Union because its registration has been cancelled by the Government. It is so pleaded that the workman never raised any dispute with the management directly. On merits it is pleaded that the workman absented himself from duty w.e.f. 1st September, 1970, and so his name was struck off in accordance with clause 13-F of the Certified Standing Orders. Accordingly the following issues were framed.

1. Whether the applicant is not entitled to be represented by an office-bearer of the General Labour Union because its registration has been cancelled?
2. Whether the reference is illegal because the claimant never raised any dispute regarding the alleged termination of his services directly with the management?
3. Whether the claimant absented himself from duty from 1st September, 1970 onwards 10th September, 1970 and his name has been rightly struck off the rolls of the company in accordance with the clause 13-F of the Certified Standing Orders?

If the above issues are found in favour of the workman whether the termination of services of Shri Inderpal Singh was justified and in order? If not, to what relief is he entitled?

Issue No. 1.—The workman appeared in person and is no longer being represented by an office bearer of the General Labour Union and so it is not necessary to decide this issue.

Issue No. 2.—Nothing has been urged against this issue and I find this issue in favour of the workman.

Issue No. 3.—Shri S. C. Aggarwal, who is incharge of the personnel department has appeared on behalf of the management. He brought the attendance register with him and stated that the applicant was absent without any leave from 1st September, 1970 to 10th September, 1971 and so his name was struck off. No evidence has been produced in rebuttal. In fact the workman did not even appear on the date fixed for his evidence and Shri Darshan Singh an office-bearer of Engineering workers Union requested for an adjournment on the ground that the workman had become a member of his union. No reason was given for the non-attendance of the workman so the request for adjournment was not accepted and I find this issue in favour of the management because there is no evidence in rebuttal.

Issue No. 4.—In view of my findings on issue No. 3, this issue does not arise.

In view of findings above, I hold that the termination of services of the workman was justified and in order and my is not entitled to any relief. I give my award accordingly. There will be no order as to costs.

Dated: 7th January, 1972.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 196, dated Rohtak, the 10th January, 1972.

Forwarded in quadruplicate to the Secretary to Government, Haryana, Labour Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

The 20th/21st January, 1972

No 658-4Lab-71/3040.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s Chopra Motor (P) Ltd., Murthal Adda, G.T. Road (Sonapat).

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 57 of 1970

BETWEEN

SHRI RAJINDER JHA WORKMAN AND THE MANAGEMENT OF M/S CHOPRAMOTOR
(P) LTD., MURTHAL ADDA

Present.—Shri M.S. Rathi, Advocate, for the workman.
Shri S.K. Mahajan and Shri Santokh Singh for the management.

AWARD

Shri Rajinder Jha had been working as a Chowkidar with M/s Chopra Motor (P) Ltd., Murthal Adda, G.T. Road (Sonapat). The management terminated his services,—*vide* order dated 16th August, 1969. He protested against the above order and claimed reinstatement with back wages but without any response from the management. This gave rise to an industrial dispute and the Governor of Haryana, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, was pleased to refer the dispute for adjudication to this Tribunal,—*vide* order No. ID/RK/155 B/7312-16, dated 11th March, 1970, the term of reference being given as under :—

“Whether the termination of services of Shri Rajinder was justified and in order. If not, to what relief is he entitled ?”

My learned predecessor, Shri P.N. Thukral, allowed the claim of the workman for reinstatement with continuity of service as well as for full back wages,—*vide* award, dated 6th October, 1970. Feeling aggrieved by the said award the management filed Civil Writ Petition No. 1566 of 1971. Hon'ble the High Court for the States of Punjab and Haryana, *vide* order dated September 20th of 1971, has been pleased to allow the above petition and set aside the award to the extent it grants full back wages to the workman. The decision of my learned predecessor for reinstatement of the workman with continuity of his previous service has been up held. The case has further been remanded for fresh determination of the question of back wages after affording opportunity to the parties to lead their evidence.

Shri Rajinder Jha concerned workman has himself come into the witness box and examined two witnesses, namely, Shri Sita Ram Hotel Keeper Murthal Adda and Shri M.S. Rathi, Advocate, General Secretary, General Workers Union, Sonapat. According to the testimony of these witnesses Shri Rajinder Jha has not been gainfully employed anywhere after the termination of his services by the management and he has been making both ends meet from meagre earnings from the sale of vegetables and donations from other workers of the union. The specific plea raised on behalf of the management that he has been working as a Cook and a Bearer in the hotel of Shri Sita Ram at Murthal Adda has altogether been denied by Shri Rajinder Jha workman, Shri Sita Ram Hotel Keeper and Shri M.S. Rathi, Advocate.

The management, on the other hand, has examined six witnesses including sarvshri Mouji Lamberdar Murthal, Kala Surpanch Village Dabru, Kura Ram Zamindar, Village Kurar, Sher Bahadur, vegetable seller, Murthal Adda, Ram Kishan Zamindar Village Kurar and Shri Santokh Singh Kohli their Works Manager. All these witnesses have deposed that for the last two years or so Shri Rajinder Jha has been working as a Cook and a Bearer at the hotel of Shri Sita Ram at Murthal Adda. None of these witnesses excepting Shri Sher Bahadur has been able to tell as to what wages Shri Sita Ram is paying to this workman, they have expressed their total ignorance about this matter including Shri Santokh Singh Kohli Works Manager of the concern.

The case has been argued on both sides and I have given a careful consideration to the material on record.

According to Shri Rajinder Jha concerned workman he had joined service with the management at Murthal Adda at Rs. 75 p.m. but his wages at the time of the termination of the services in August, 1969 were Rs. 90 P.M. He has sworn testimony to the fact that after the termination of the services he had tried to get some other job with M/s Atlas Industries, Sonapat, M/s Haryana Steel Works, Murthal and some other concerns but without any success. He has further stated that he has, ever since been living on meagre earnings from the sale of vegetables and from donations from other workers of the union. His statement finds full support in the testimony of Shri M.S. Rathi, Advocate, General Secretary, General Workers Union, Sonapat who has deposed in so many words that he had been helpful in getting donations for Shri Rajinder Jha from other industrial workers on several occasions. He has further stated that this workman has all along been living on the earnings from the sale of vegetables and donations from other workers. In cross examination he has specifically denied the suggestions that Shri Rajinder Jha has been working as a bearer or cook in the hotel of Shri Sita Ram. The said Shri Sita Ram has also come into the witness box and fully supported the above depositions of Shri Rajinder Jha and Shri M.S. Rathi. According to him he has only allowed this workman to sleep in his hotel in lieu of services occasionally rendered by him in tending his milch cattle. He has further deposed that he has not been paying any wages to Shri Rajinder Jha in cash or kind food etc.

The management has no doubt examined 5 witnesses besides their Works Manager who have deposed that for in the last two years or so Shri Rajinder Jha has been working as a cook and a bearer at the hotel of Shri Sita Ram. They are, however, not in a position to tell as to what are the wages paid to this worker by Shri Sita Ram nor was any suggestion made to Shri Sita Ram in this connection when he appeared as a witness for the workman. In answer to the Court question 5 out of the 6 witnesses including Shri Santokh Singh Kohli, Works Manager, have expressed their shares ignorance about this matter. A perusal of their testimony gives the impression that they have come into the witness box simply to support the plea raised on behalf of the management without having any definite knowledge about the matter in issue. At least three of them have made contradictory depositions regarding the work done by Shri Rajinder Jha before his alleged service with Shri Sita Ram. According to M.W. 4 Kura Ram he had sold vegetables etc. only for 15 days before he took up service with Shri Sita Ram. M.W. 4 Shri Sher Bahadur has, however, stated that this work regarding sale of vegetables etc. was carried on by Shri Rajinder Jha for 5 or 6 months before joining service with Shri Sita Ram. Shri Santokh Singh Kohli, Works Manager, has stated that he had sold vegetables etc. for one or two months only. This witness had joined service with the management after the termination of the services of Shri Rajinder Jha and had left service some where in the middle of 1970, he has rejoined service as Works Manager only in September, 1971 and as such his evidence is not of much help. In the circumstances, the vague and self contradictory statements of the witnesses examined by the management cannot safely be relied upon particularly when they have shown their complete ignorance about the wages of Shri Rajinder Jha if not paid by Shri Sita Ram. The fact that Shri Sita Ram has himself come into the witness box and totally refuted the contention of the management regarding the employment of Shri Rajinder Jha by him as a cook and a bearer and also the payment of any wages whether in cash or kind can not be ignored. The testimony of Shri M.S. Rathi who holds a responsible position as an Advocate and General Secretary of the General Workers Union should carry weight in preference to the vague depositions of the witnesses examined by the management and I see no reason whatever to disbelieve his statement.

In view of the above, I am quite clear in my mind that Shri Rajinder Jha has not been gainfully employed anywhere after the termination of his services by the management and that he has been living on his meagre earnings of rupee 1 or so per day by sale of vegetables etc. and with the help of donations from other industrial workers. He had made sincere efforts to minimise the loss to the management by seeking some other job during the period of his enforced idleness but as per his statement he did not succeed in getting any job. The mere fact that Shri Sita Ram, who is himself stated to be a small Daba Owner (Hotel Keeper), has allowed this poor workman to sleep in his hotel premises in lieu of service occasionally rendered by him by tending his milch cattle (cow) cannot by any stretch of imagination be considered as gainful re-employment so as to deprive him of his right of back wages, the termination of his services by the management having been held to be illegal.

For the reasons aforesaid the claim of Shri Rajinder Jha concerned workman for full back wages from the date of the termination of his services till reinstatement is well founded and he is entitled to the same. The award is made accordingly. There shall be no order as to costs.

O. P. SHARMA,

Dated the 12th January, 1972.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 85, dated the 12th January, 1972.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated the 12th January, 1972.

O. P. SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

B. L. AHUJA,

Commissioner for Labour and Employment, and Secy.